



June 5, 1997

Ms. Dorothy Wideman
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

RE: Case No. U-11104 *In the Matter, on the Commission's Own Motion To
Consider Ameritech Michigan's Compliance with the Competitive Checklist
in Section 271 of the Telecommunications Act of 1996*

Dear Ms. Wideman:

Enclosed for filing, please find the original and (15) copies of *Brooks Fiber Communications' Submission of Additional Information in Response to Ameritech Michigan Regarding 911 Services and Service Order Performance*. Copies of the same have been served upon the parties of record.

Respectfully submitted,

BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC.

A handwritten signature in dark ink, appearing to read "Todd J. Stein", is written over the typed name.

Todd J. Stein, Esq.
Regulatory Specialist

TJS:pkv

enclosure

cc: Joint Service List (attached)
William Ralls

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
to consider Ameritech Michigan's compliance with) Case No. U-11104
the competitive checklist in Section 271 of the)
Telecommunications Act of 1996)

BROOKS FIBER COMMUNICATIONS' SUBMISSION OF ADDITIONAL
INFORMATION IN RESPONSE TO AMERITECH MICHIGAN REGARDING 911
SERVICES AND SERVICE ORDER PERFORMANCE

Brooks Fiber Communications of Michigan, Inc. ("Brooks Fiber") hereby submits the following additional information in response to Ameritech Michigan's ("Ameritech's") June 2, 1997 filing regarding 911 services and service order performance for Brooks Fiber in Michigan.

I. 911 SERVICES

Before Ameritech can provide in-region interLATA services pursuant to Section 271 of the Telecommunications Act of 1996, Ameritech must provide nondiscriminatory access and interconnection to 911 and E911 services to Brooks Fiber. Either intentionally or through gross negligence, Ameritech has failed to provide nondiscriminatory access or interconnection to 911 and E911 services to Brooks Fiber, and in so doing, put the public health, safety and welfare at risk in order to restrain competition and maintain its monopoly position in the local exchange marketplace.

A. 911 Trunks. Brooks Fiber recently began to provide local exchange service in Lansing. Although Ameritech has attempted to mislead the Commission by stating that it did not deactivate all 911 trunks serving Brooks Fiber's switch, Ameritech did deactivate all 911 trucks serving Brooks Fiber's switch. As a result, and without

cause or warning, Ameritech unilaterally terminated 911 service to all of Brooks Fiber's Lansing customers for 9 days.

Ameritech, in its typical fashion, declines to accept responsibility for its actions, and attempts to shift the blame for its deactivation of Brooks Fiber's 911 trunks onto Brooks Fiber. Ameritech claims that Brooks Fiber failed to test the 911 trunks as required by Exhibit B to the 911 interconnection agreement between Ameritech and Brooks Fiber. This is false and misleading. Although Ameritech failed to attach a copy of Exhibit B to its submission, Brooks Fiber has attached a copy to this filing as Exhibit 1. Exhibit B provides that "Following delivery, Exchange Carrier and Ameritech will cooperate to promptly test all transport facilities between Exchange Carrier's Network and the Ameritech Control Office to assure proper functioning of the E911 service." This was done.

Brooks Fiber used the same 911 testing procedure that was used with Ameritech in Grand Rapids. Brooks Fiber uses the same procedure for sending 911 records in Lansing that it uses with Ameritech in Grand Rapids. Furthermore, in March Brooks Fiber performed numerous test calls with Ameritech from various customer sites throughout the Lansing area in conjunction with the conversion of a large customer from Ameritech to Brooks Fiber. These tests were successful. As a result, Brooks Fiber and Ameritech "turned-up" the 911 trunks, and live traffic began to pass from Brooks Fiber's customers to 911.

On May 7, 1997, Jason DeJongh, Director of Operations for Brooks Fiber Communications, was notified by Brooks Fiber's Lansing switch staff that its 911 trunks were not functioning. Mr. DeJongh was informed that an Ameritech technician was

instructed by another Ameritech employee, later determined to be Pat Anderson, to “busy out” all three 911 trunks serving the Brooks Fiber switch. Mr. DeJongh immediately called that technician and requested that the trunks be put back in service. The technician refused. Mr. DeJongh then attempted to call Ms. Anderson, but was told that she was “not available.” Mr. DeJongh then proceeded to call any other Ameritech representatives who might be able to restore 911 service to Brooks Fiber’s customers (service managers, account managers, etc.) without success. Eventually, Mr. DeJongh reached Rick Kasza at Ameritech, who was able to quickly get Brooks Fiber’s 911 trunks back in service. Even after 911 service was restored to Brooks Fiber’s customers, Ms. Anderson threatened to deactivate Brooks Fiber’s 911 trunks again.

After service was restored, Mr. DeJongh asked Ameritech for an explanation as to why it deactivated Brooks Fiber’s 911 trunks. Despite the fact that Ameritech had been coordinating cutovers for live customers in Lansing since March, its only excuse was that they were unaware that Brooks Fiber had any live customers in Lansing. Mr. DeJongh has requested a written explanation from Ameritech, which Ameritech has failed to provide. Although Ameritech has promised the Commission that it will “take appropriate steps to remedy any demonstrated problems;” to Brooks Fiber’s knowledge, Ameritech has taken no such steps to ensure that those responsible for jeopardizing the public health, safety and welfare of Brooks Fiber’s customers by unilaterally deactivating Brooks Fiber’s 911 trunks will not do so again.

B. 911 Database. Ameritech has also misrepresented the facts regarding Brooks Fiber’s 911 feed to Ameritech, and attempts to justify its discriminatory treatment of Brooks Fiber by confusing the issues and blaming the victim. Ameritech claims that

Brooks Fiber did not "confirm" its request to upgrade its 911 feed until February 1997, in spite of the fact that Brooks Fiber requested that Ameritech upgrade its 911 feed in November 1996. This is false. Not only did Brooks Fiber "confirm" its request to upgrade its 911 feed in November, Ameritech agreed to complete the upgrade by January 15, 1997! Remarkably, Ameritech has still not completed the 911 upgrade. Ameritech has been and continues to provide Brooks Fiber with a 911 feed inferior to the one it uses for its own customers, and has refused to upgrade Brooks Fiber's feed in a timely manner. Apparently, Ameritech believes that the current process is good enough. Brooks Fiber disagrees.

Ameritech has also misrepresented when it was informed that it was not sending Brooks Fiber 911 error reports, and how accurately its system detects and corrects TN error reports. As soon as Ameritech stopped sending error reports, Brooks Fiber immediately asked why Ameritech was refusing to provide the error reports and demanded that they resume. Ameritech failed to respond. On January 18, 1997, Brooks Fiber asked Nancy DeRoo, Manager 911 Implementation and Support for Ameritech, to provide error reports. Ameritech failed to respond. On February 18, 1997, Brooks Fiber again asked Ms. DeRoo for Ameritech to provide error reports. Ameritech again failed to respond. On April 25, 1997, Brooks Fiber asked Michael Sexton, Area Manager IN/MI/OH for Ameritech, to provide error reports. On May 7, 1997, Brooks Fiber received its first error report via facsimile from Ameritech's third party vendor. Notwithstanding Ameritech's claim that "during this time, there have been no errors that have gone uncorrected," on May 28, 1997, Brooks Fiber received a 389 page TN error report via overnight delivery from Ameritech's third party vendor.

II. SERVICE ORDER PERFORMANCE

Pursuant to Section 26.1.3 of the Interconnection Agreement between Ameritech and Brooks Fiber (the "Interconnection Agreement"), Ameritech is required to install Brooks Fiber service orders for 1-10 unbundled loops within 5 days, 11-20 unbundled loops within 10 days, and 21+ unbundled loops within a negotiated period of time. Using the intervals provided in the Interconnection Agreement, Brooks Fiber has determined that Ameritech's service order performance for the months of February, March and April were as follows:

February	58% completed on time
March	63% completed on time
April	55% completed on time

In an apparent attempt to support its premature 271 application and to avoid paying liquidated damages for failing to comply with the service order performance intervals set forth in its Interconnection Agreement with Brooks Fiber, Ameritech has filed false reports of its service order performance with the DOJ and the Commission. Although Brooks Fiber has repeatedly requested that Ameritech explain how it has determined its service order performance statistics, Ameritech has refused to provide any supporting documentation to Brooks Fiber. The reason for Ameritech's refusal to provide supporting documentation to Brooks Fiber recently became apparent at the MPSC OSS hearing on May 28, 1997, where Ameritech witness Warren Mickens testified that Ameritech did not use the service order performance intervals set forth in its Interconnection Agreement with Brooks Fiber for anything other than planning purposes, but instead unilaterally assigned (and reassigned) new due dates for Brooks Fiber orders

based upon Ameritech's estimate of when it thought it could complete those orders. An excerpt of that transcript is attached hereto as Exhibit 2.

Predictably, instead of addressing its problems with service order performance, Ameritech has attempted to cover them up by blanket denials, misrepresentations, and diversionary tactics. Ameritech claims that Brooks Fiber has not provided it with any supporting information. This is false. Brooks Fiber provided Ameritech with the selection criteria used to generate the service order performance report at a joint operations meeting at Brooks Fiber's offices in Grand Rapids, Michigan on May 8, 1997. Ameritech claims that Brooks Fiber has not provided the DOJ with any supporting information. This is false. Brooks Fiber explained the selection criteria used to generate the service order performance report and provided the DOJ with all raw data used to determine Ameritech's service order performance on May 27, 1997. Ameritech claims that Brooks Fiber has not provided the Commission with any supporting information. This is false. Brooks Fiber explained the selection criteria used to generate the service order performance report and provided the Commission (and all other parties in this docket) with all raw data used to determine Ameritech's service order performance on May 30, 1997. And yet, to date, Ameritech has still refuses to provide Brooks Fiber with any documentation to support their claims for service order performance.

Ameritech then attempts to shift the blame for its poor service order performance by accusing Brooks Fiber of "choosing" not to use its OSS to select due dates. Ameritech also attached a letter from Neil E. Cox, President of AIIS, to D. Craig Young, President of Brooks Fiber, dated April 23, 1997 to support this absurd contention. Ameritech failed, however, to disclose or attach Mr. Young's response to Mr. Cox's letter which

addresses the many misrepresentations contained in Mr. Cox's letter. I have attached a copy of Mr. Young's letter as Exhibit 3 so that the Commission will have a complete record of the correspondence with regard to this matter.

As stated in many previous filings with the Commission, Ameritech has not made OSS for unbundled elements available to Brooks Fiber in Michigan. Although Brooks Fiber has been attempting to access Ameritech's OSS since February of this year, Ameritech's constant delays and inadequate performance have virtually ensured that Brooks Fiber will not have access to Ameritech's OSS for at least 8 months. Furthermore, Ameritech personnel have informed Brooks Fiber that Brooks Fiber will not be permitted to select due dates for installation of unbundled loops using Ameritech's OSS! Although Ameritech has refused to fully explain the reason why it intends to prevent Brooks Fiber from selecting due dates, it appears as if Ameritech intends to limit the ability to select due dates using Ameritech's OSS to resellers. Brooks Fiber is not a reseller. Therefore the availability or non-availability of OSS for the selection of due dates would not have an appreciable impact on Ameritech's failure to comply with the service order intervals provided in the Interconnection Agreement. Ameritech's attempt to shift the blame for its poor service order performance by accusing Brooks Fiber of "choosing" not to use a system that Ameritech has not implemented and has refused to provide to Brooks Fiber is a blatant attempt by Ameritech to deceive this Commission.

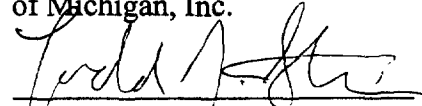
Ameritech next attempts to attack the methodology used to determine its service order performance by raising hypothetical factors which "may have affected the results of Brooks Fiber's analysis." The same hypothetical factors were raised in a letter from Warren Mickens, Vice President of AIIS, to Carl Cooper, Director of Engineering of

Brooks Fiber, dated May 22, 1997. A copy of Mr. Cooper's response to Mr. Mickens letter addressing those issues is attached hereto as Exhibit 4. These hypothetical factors are not well grounded. As stated above, Ameritech was provided with advance copies of the selection criteria for service order performance at a joint operations meeting at Brooks Fiber's offices in Grand Rapids, Michigan on May 8, 1997. These criteria have also been provided to the DOJ and the Commission. Ameritech's attempt to raise objections to the statistics based on hypothetical factors it knew did not exist represents yet another attempt by Ameritech to mislead the Commission.

Brooks Fiber's report on Ameritech's service order performance only reflects service order performance delays caused by Ameritech. In order to address Ameritech's unilateral contention that orders received after 3:00 p.m. CST are considered to be received on the following day; Brooks Fiber counts orders for 1-10 lines completed on time within 6 days, 11-20 lines completed on time within 11 days, and more than 21 lines completed on time every time. Brooks Fiber notes, however, that Ameritech's arbitrary 3:00 p.m. cut-off is nowhere reflected in the Interconnection Agreement. All due dates delayed by Brooks Fiber or the customer were counted as completed on time regardless of whether or not Ameritech actually completed the orders on time. Furthermore, any due dates requested by Brooks Fiber after 6 days (for orders for 1-10 lines) or 11 days (for orders for 11-20 lines) were counted as completed on time regardless of whether or not Ameritech actually completed the orders on time. Saturdays, Sundays and holidays are also excluded from the day count. Brooks Fiber notes, however, that Saturdays, Sundays and holidays are not excluded in the Interconnection Agreement. No delays caused by new installations or special construction were included.

Respectfully Submitted

Brooks Fiber Communications
of Michigan, Inc.

A handwritten signature in black ink, appearing to read "Todd J. Stein", written over a horizontal line.

Todd J. Stein (P44159)

2855 Oak Industrial Drive NE
Grand Rapids, MI 49506
(616) 224-4528

Dated: June 5, 1997

EXHIBIT B

E911 MEET POINTS FOR PRIMARY AND DIVERSE ROUTES

The meet point for Exchange Carrier's Primary and Diverse Routes to the mux/co-location and E911 Control Offices is at the Ameritech Central Office. Exchange Carrier shall pay tariff charges for Diverse routes. Exchange Carrier will be responsible for determining the proper quantity of trunks from its end office(s) to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be delivered by Ameritech within 20 days following order by Exchange Carrier. Following delivery, Exchange Carrier and Ameritech will cooperate to promptly test all transport facilities between Exchange Carrier's Network and the Ameritech Control Office to assure proper functioning of the E911 service.

1 We publish a stack of network performance information for
2 our customers every month, and if you take a look at that
3 and you look at the first four months of it, what do you
4 glean out of it? A few conclusions.

5 Due dates. We complete the orders on the
6 due dates for the retail business almost 99 percent of the
7 time; the resale business, 98.6 percent of the time; and
8 unbundled loops 97.2 percent of the time, and I'll
9 emphasize that that's on the due dates that we provide, so
10 when we get an order, we go back with a confirmation and
11 say we will complete your order by X date. But 97 to 99
12 percent of the time is the range we complete those and --

13 MR. CELIO: Excuse me. Either one of
14 those seven books or six books or someplace else you
15 establish standard intervals --

16 MR. MICKENS: Yes.

17 MR. CELIO: -- to do these installations
18 or whatever you want to call them -- perform certain
19 activities. We've heard from a number of folks that when
20 you measure these completions, they're not necessarily
21 based on a standard interval but they're based on the CLEC
22 may provide a standard interval time, Ameritech adjusts it
23 for one reason or another, and goes on measuring the
24 completion on time on that Ameritech set date that is
25 outside the standard interval. How can you address that?

1 MR. MICKENS: You're right. The standard
2 intervals are for planning purposes. The intervals to
3 complete an order are going to change by geography, by
4 time of year, based upon labor and the workload and the
5 specific geography, and the standard intervals are great
6 for planning purposes, but in the sense of making a
7 commitment to a customer, the CLEC gets the same dates
8 available to them that are available to the retail
9 business unit. If there is a principal difference it is
10 that the CLECs aren't using the screens, that due date
11 selection process where they would actually receive what
12 the valid dates are. And so they just put dates in and in
13 some cases we modify those dates. The reasons we tend to
14 modify those dates is the day we receive the order it's
15 already past due, or we have a situation where we have a
16 lot of people that give us due dates that are either on
17 the weekend or a holiday, and we don't accept due dates,
18 whether it's retail or wholesale, on the weekend or on
19 holidays, or it's an invalid due date if that CLEC had
20 gone into that screen.

21 MR. CELIO: So the only way that you can
22 guarantee a due date when somebody applies for it is if
23 the CLEC went in and used the preordering system, got a
24 firm due date. That wouldn't be changed, then, and you
25 would meet that date?

1 MR. MICKENS: Or if they called into the
2 service center, they actually received and had my service
3 representatives give them a valid due date, and they
4 submitted the order shortly thereafter, and when I say
5 shortly thereafter, I mean within an hour, because that
6 labor may be used up because of other orders coming in,
7 and we have had CLECs who have called in, they've gotten a
8 valid due date, and then they sat on the order for two
9 days.

10 MR. CELIO: So standard intervals don't
11 really mean anything?

12 MR. MICKENS: They're great for planning
13 purposes, but in terms of making commitments to customers,
14 I don't advise them. That's the same as with the retail
15 business, too. But on the actual commitment dates, we
16 meet them 97, 99 percent of the time.

17 The repair side, we are averaging repair
18 faster for the wholesale side versus the retail side. I
19 was surprised by that, and so we went back to see if the
20 double counting had an impact upon it, because we know
21 we're getting double counts on the failure rates on some
22 of the wholesale business. It does have an impact but
23 it's like a 10-percent impact. So the wholesale business
24 should probably be an hour higher if you do an analysis on
25 that, and we did one in March. But again, no big



May 15, 1997

Neil E. Cox, President
Ameritech Information Industry Services
350 North Orleans
Floor 3
Chicago, IL 60654

Dear Neil:

Thank you for your letter dated April 23, 1997 with regard to Ameritech's OSS interfaces. Your letter indicates that if Brooks could better utilize the OSS interfaces that many of our concerns would be resolved. We concur. Clearly if we can implement electronic interfaces with Ameritech, our current data processing, orders processing and installations would run smoother. We do however disagree with your conclusion that Brooks is deficient in attempting to install these processes, and has installed unnecessary manual verification procedures with the current system.

At no time prior to your initial FCC 271 application, did anyone from the Ameritech account team(s), indicate to our staff that an "OSS" was available. Although our operations staff had met with your staff regularly, at no time did your account representatives explain your OSS interfaces to us, prior to your FCC application. Nor did anyone from your unbundling center explain to our order entry personnel that such improvements were possible. Since these people communicate on a daily basis, it would seem reasonable that an improved electronic interface would have been mentioned either casually, or preferably in writing to Brooks. It would also seem reasonable to expect that Ameritech would have notified Brooks directly if a system was available, installed, and successfully tested. Once Brooks had learned about the various interfaces to OSS from your FCC submissions, we immediately initiated communications to begin installation.

You would agree that installation of an OSS process is no easy task. To our knowledge nowhere in the Ameritech region has this system be implemented for the ordering of unbundled loops. OSS for unbundled loops are materially different in all respects to

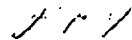
Neil E. Cox
Ameritech Information Industry Services
May 15, 1997
Page Two

those in OSS for resale. There is simply no history that demonstrates that OSS is working for the purchasers of unbundled loops. Brooks has also not received any evidence from Ameritech of any test results from such a system. The Brooks installation will be the first test of this process. Until the system has been installed and successfully tested we can not attest to its merits. It is my understanding that the initial data circuits are being installed at this time to initiate the first step in the installation. To imply that Brooks has chosen not to implement a system that would improve its and Ameritech's performance is simply not true.

I must also take issue with your assertion that the manual confirmation steps taken under the current process are not necessary. Our data clearly shows that the current modem-based input system is unreliable. Although orders are submitted through this system, on regular and consistent basis, we do not receive the FOC, and have to make numerous follow up calls to obtain the order status. Ameritech may not be concerned with the fact that its system is so unreliable that it loses a significant percentage (sometimes more than 20%) of Brooks' orders every month, however, Brooks believes that its customers' orders are sufficiently important to confirm that they have not been lost. Due to this system's proven unreliability, manual front-end and tail-end confirmation is necessary.

Brooks looks forward to the day that Ameritech can provide it with OSS which satisfies, in every respect, the requirements of the Telecommunications Act. We are willing to work very hard to make that a reality. Unfortunately, Brooks cannot implement OSS without Ameritech's cooperation. I welcome your offer to assist us in implementing OSS and specifically request that a meeting be immediately scheduled to present your system and implementation step by step in detail, so that we can install this system as soon as possible.

Very truly yours,



D. Craig Young
President/C.O.O.

DCY:sw

cc: Larry VanderVeen



June 4, 1997

Mr. Warren Mickens
Ameritech, Inc.
350 North Orleans Street
Floor 3
Chicago, Il. 60654

Dear Warren,

It was a pleasure to talk with you yesterday about several of the items also noted in your May 22, 1997 letter. This is a formal response to that letter. As I mentioned during our phone conversation, contrary to the assertion made in your letter, I have returned your calls several times over the two week period described in your letter. My planner indicates that I have been told by your secretary that you were either "in a meeting" or "out of the office". Also, although my pager number is listed on my V-Mail message, I have no recorded pages from you during that time.

To address your first point, while it is true that certain verbiage was given to us in your letter of March 12, 1997 that would ease the problems created by end user customers selecting Brooks Fiber service in lieu of Ameritech service, there were no "specific procedures" attached. The verbiage was forwarded to our provisioning personnel who were trained to use this wording whenever the appropriate case arose. As you confirmed in your letter of May 22, "positive results" were experienced. You mentioned "inconsistencies" that have developed due to a lack of training of our provisioners. We are unaware of what these might be, yet on two occasions I have requested that Ameritech forward specific cases that Brooks might review to take corrective action as needed. I have not received any specifics to date.

You also mention that "Ameritech has offered on numerous occasions to help Brooks Fiber train [our] service representatives." In our collective memory, no one at Brooks remembers that offer. However, please provide us with the date and time for such training to occur and I will guarantee that BFC personnel will be there to receive whatever instruction is provided.

To address the conclusions of your second point:

- A large percentage of orders are sent to the AIIS center after the daily cut-off time of 3:00 p.m. (CST). Although our Interconnection Agreement makes no mention of any 3:00 p.m. cut-off. Nevertheless, in order to give Ameritech the benefit of the doubt, we conducted our study with the assumption that **every order was sent to Ameritech after the 3:00 p.m. cut-off**. Thus the Ameritech logged receipt date of the order was

calculated as DAY 0. Ameritech would have the days allotted by the Interconnection Agreement in addition to DAY 0 before our algorithm indicated a "missed due date".

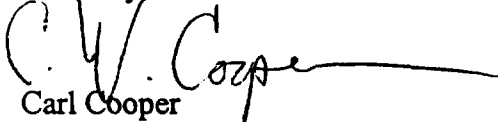
Although a number of BFC orders do involve facilities "not in place", we do not view this as an acceptable reason to change the due dates on Brooks Fiber customer orders without notification to Brooks personnel. Furthermore, as you correctly recognized in our discussion yesterday, "facilities not in place" normally involves an insignificant amount of field work to be done by Ameritech personnel, which should not delay the required due date. Finally, if Ameritech is concerned that this item may present a problem, please provide us with advance notification and we will attempt to address your concerns before it becomes a customer "missed due date."

- You also mention "force and load" in your letter, as an internal item that prevents Ameritech from meeting Brooks customer's due dates. Yet nowhere in the Interconnection Agreement is there a general release from Ameritech's performance requirements based on "force and load". Nor is Ameritech permitted to unilaterally reassign Brooks Fiber due dates. The performance requirements set forth in the Interconnection Agreement are requirements, not merely guidelines that Ameritech may ignore with impunity. If Ameritech fails to meet its obligations to Brooks within the timeframe specified by the Interconnection Agreement, Ameritech has missed the customer due date

All of these topics have been discussed in some detail in our monthly Operations meetings. Brooks has presented detailed back up data in these meeting to support our findings. We have consistently asked for a reciprocal presentation by Ameritech of the details, criteria and universe that makes up the data for the results presented on the service order intervals. To date, Ameritech has failed to provide us with any of this data. I look forward to hearing from you on this and other issues.

Thank you for your attention to these matters.

Sincerely,


Carl Cooper
Director of Engineering-
Great Lakes Region

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the complaint of BROOKS)
FIBER COMMUNICATIONS OF MICHIGAN,)
INC. Against AMERITECH CORPORATION)
and MICHIGAN BELL TELEPHONE CO.,)
d/b/a AMERITECH MICHIGAN, regarding)
discriminatory practices as it relates to the)
termination of intraLATA toll traffic)

Case No. U-11350

**COMPLAINT OF
BROOKS FIBER COMMUNICATIONS**

Respectfully submitted,

BUTZEL LONG
William R. Ralls, Esq.
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118 West Ottawa Street
Lansing, Michigan 48933
(517) 372-6622
(517) 372-6672 (FAX)
Attorneys for Brooks Fiber
Communications of Michigan,
Inc.

Dated: March 21, 1997

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the complaint of BROOKS)
FIBER COMMUNICATIONS OF MICHIGAN,)
INC. Against AMERITECH CORPORATION)
and MICHIGAN BELL TELEPHONE CO.,)
d/b/a AMERITECH MICHIGAN, regarding)
discriminatory practices as it relates to the)
termination of intraLATA toll traffic)

Case No. U-11350

**COMPLAINT OF
BROOKS FIBER COMMUNICATIONS**

This is a Complaint by Brooks Fiber Communications of Michigan, Inc. ("Brooks" or "Complainant"), by and through its attorneys, Butzel Long, pursuant to Section 203 of the Michigan Telecommunications Act, MCL 484.2101 *et seq.* ("MTA"), and Rules 501 *et seq.* of the Rules of Practice and Procedure Before the Commission, MAC R 460.17501 *et seq.* In support of its complaint, Brooks states as follows:

Parties

1. The Complainant, Brooks Fiber Communications of Michigan, Inc. ("Brooks") is a Michigan corporation with its principal office at 2855 Oak Industrial Dr., NE, Grand Rapids, Michigan 49506. Brooks Fiber Communications of Michigan, Inc.'s parent company, Brooks Fiber Properties, Inc., has its national headquarters at 425 Woods Mill Road South, Suite 300, Town and Country, Missouri 63017. Brooks is licensed as a provider of basic local exchange service within the State of Michigan